

REMARKS

This Response is submitted in reply to the Office Action mailed on January 11, 2007. Claims 1, 18, 35, and 43 have been amended. New Claims 50 to 57 have been added. No new matter is added by these amendments.

A Request for Continued Examination is submitted herewith. Please charge deposit account number 02-1818 for any fees which are due in connection with this Response.

The Office Action objected to Claims 1 to 48 under 35 U.S.C. §112 for failing to comply with the written description requirement. More particularly, the Office Action alleges that the claims convey a negative limitation that the purchased cards are evaluated without regard to any of the cards already in the player's hand and that there is no support for such a limitation. As a primary matter, the Office Action has misread the claim language. None of the claims include the limitation that the purchased cards are evaluated without regard to any of the cards already in the player's hand. Rather, each purchased card is added to the player's hand without regard to any of the cards already in the player's hand. There is ample support for this element in the written disclosure. For example, Fig. 5 (described on pages 12 to 14 of the specification) illustrates several trials where cards purchased by the player are added to the player's hand of cards.

The Office Action rejected Claims 1 to 9, 13 to 26, 30 to 36, 39 to 42, and 46 to 49 under 35 U.S.C. §103(a) as being obvious over U.S. Patent No. 6,176,781 to Walker ("Walker") in view of U.S. Patent No. 6,227,969 to Yoseloff ("Yoseloff"). Applicants respectfully disagree with these rejections. Applicants have amended certain of the claims for clarification of the existing claims elements.

Walker discloses a card game having two game sets displayed on a game screen. Each of the game sets includes five card locations. The player presses a "buy a card" button which causes the gaming device to deal a card to the player. The player has the option to discard the dealt card or input a location in one of the game sets in which to place the dealt card. In one embodiment, the player indicates the desired location by touching the game screen at a specific location. The player presses a "cash out button" after accumulating one or more cards in any of the game sets. If any of the

game sets include a winning combinations of cards, the player receives a payout. For example, as seen in Fig. 5F, the player presses the "buy a card" button and the gaming device deals a ten of clubs. Although the player can discard the dealt card or place it within one of the two game sets, the player notices that one of the game sets needs a ten to complete a straight, so the player selects this location for the card (Col. 6, lines 57 to 62).

Yoseloff discloses a gaming device which includes an underlying game and a side game. Upon a wager by a player, the gaming device deals a first hand of cards to the player in the underlying game. At any point during the underlying game, the gaming device enables the player to place a side bet to play the side game. Once the player makes the side bet, the gaming device generates a second hand of cards for the side game (i.e., the side game cards). The side bet may be made only once during a play of the underlying game. (Col. 8, lines 53 to 57). After the resolution of the underlying game, the gaming device determines whether the player's final hand of cards from the underlying game includes any cards that match the side game cards. The gaming device provides awards to the player based on the degree of correspondence of the cards in the player's hand and the cards in the side game.

The Office Action admits that Walker does not disclose dealing a second hand of cards face down. The Office Action attempts to remedy the deficiencies of Walker with Yoseloff. The Office Action concludes that it would have been obvious to one of ordinary skill in the art at the time of invention to modify Walker to include dealing the second hand of cards face down, as taught by Yoseloff. The Office Action provides no reason that one of ordinary skill in the art would be motivated to make this combination. Therefore, the Office Action cannot properly use the combination of Walker and Yoseloff as the basis for an obviousness rejection.

Moreover, regardless of whether it would have been obvious to modify Walker in the manner proposed by the Office Action, the combination of Walker and Yoseloff does not teach, disclose, or suggest every element of amended independent Claim 1. In particular, the combination of Walker and Yoseloff does not teach, disclose, or suggest enabling the player to end the poker game or purchase one of the second plurality of cards to add to the player's hand for an additional wager, and repeating this step until

the player ends the poker game or until there are no remaining cards in the second plurality of cards for the player to purchase, wherein each time the player purchases one of the second plurality of cards, one of the cards from the second plurality of cards is added to the player's hand without regard to the cards already in the player's hand and such that the quantity of cards in player's hand increases.

Walker discloses that when the player presses the "buy a card" button, the gaming device deals a card to the player. However, the dealt card is not added to one of the player's game sets until the player chooses to keep the dealt card and selects a location for that card in one of the player's game sets. After pressing the "buy a card" button to cause the gaming device to deal a card, the player also has the option to discard the dealt card. If the player chooses to discard the dealt card, the card is not added to any of the player's game sets. The player decides whether to keep a dealt card (i.e., and which game set to add it to) depending on which cards are already in the game sets. Thus, Walker does not teach enabling the player to end the poker game or purchase one of the second plurality of cards to add to the player's hand for an additional wager, and repeating this step until the player ends the poker game or until there are no remaining cards in the second plurality of cards for the player to purchase, wherein each time the player purchases one of the second plurality of cards, one of the cards from the second plurality of cards is added to the player's hand without regard to the cards already in the player's hand and such that the quantity of cards in player's hand increases.

Similarly, Yoseloff does not teach, disclose or suggest this element and, therefore, does not remedy the deficiencies in Walker. Yoseloff discloses that a player can make a side bet to play the side game once, either before, during, or after the resolution of an underlying game. Once the side bet is registered and the side game is triggered, the gaming device provides the player with a predetermined number of side game cards for the side game and compares those side game cards to the cards in the player's hand for an award determination. Yoseloff does not enable a player to purchase additional cards, one at a time, to add to the player's hand. Thus, the gaming device of Yoseloff does not teach enabling the player to purchase one of the second plurality of cards to add to the player's hand for an additional wager and repeating this

step until the player ends the poker game or until there are no remaining cards in the second plurality of cards for the player to purchase, wherein each time the player purchases one of the second plurality of cards, one of the cards from the second plurality of cards is added to the player's hand without regard to the cards already in the player's hand and such that the quantity of cards in player's hand increases.

Accordingly, for at least the reasons discussed above, Applicants respectfully submit that amended independent Claim 1 and the claims depending therefrom are each patentably distinguished over the combination of Walker and Yoseloff and in condition for allowance.

Amended independent Claims 18 and 35 each include certain similar elements to amended independent Claim 1. For at least the reasons discussed above with respect to amended independent Claim 1, Applicants respectfully submit that amended independent Claims 18 and 35 and the claims depending therefrom are each patentably distinguished over the combination of Walker and Yoseloff.

The Office Action rejected Claims 10 to 12, 27 to 29, 37, 38, 43, 44, and 45 under 35 U.S.C. §103(a) as being obvious over U.S. Patent No. 6,176,781 to Walker ("Walker") in view of U.S. Patent No. 5,019,973 to Wilcox ("Wilcox").

Wilcox discloses a gaming device which includes a card game wherein a player is dealt an initial hand of cards. After dealing the initial hand of cards, the gaming device enables the player to make an additional wager for an additional card. The additional card is compared to the initial cards, and if the additional card matches any of the cards in the initial hand, those cards in the initial hand matching the additional card are re-defined as jokers. In one embodiment of Wilcox, if the additional card does not match any of the initially dealt cards, the additional card is discarded and, as a result, does not cause any cards to be added to player's hand and does not modify the player's existing hand. (Col. 5, lines 12 to 16). In an alternative embodiment, if the gaming device compares the additional card to the initial cards and determines that the additional card does not match any of the initially dealt cards, the gaming device adds the additional card to the player's hand and offers a second additional card to the player. When the player chooses not to place the additional wager, the gaming device

evaluates the cards in the player's hand, using the jokers to define the best possible hand configuration.

The Office Action admits that Walker does not disclose that each additional card purchased should be proportional to the function of the potential win and is different for each purchase. The Office Action alleges that Wilcox teaches a card game wherein in a player can purchase additional cards, and with the purchase of each card, the wager is increased. The Office Action concludes that it would have been obvious to one of ordinary skill in the art at the time of invention to modify Walker to include charging an increased amount for each subsequent card purchased, as taught by Wilcox, since each purchased card increases the chances of winning a prize. The Office Action further states that it is simply a matter of design choice to choose a proportionality requirement for increasing the wager amount of each subsequently purchased card.

Claims 10 to 12 depend from amended independent Claim 1, and therefore include enabling the player to purchase one of the second plurality of cards to add to the player's hand for an additional wager and repeating this step until the player ends the poker game or until there are no remaining cards in the second plurality of cards for the player to purchase, wherein each time the player purchases one of the second plurality of cards, one of the cards from the second plurality of cards is added to the player's hand without regard to the cards already in the player's hand and such that the quantity of cards in player's hand increases. As discussed above with respect to amended independent Claim 1, Walker does not disclose this element. Similarly, Wilcox does not teach, disclose, or suggest this element. As described above and as stated in the previous Response to Office Action dated September 18, 2006, when a player purchases a card in the game of Wilcox, the gaming device compares the purchased card to the cards in the player's hand, and any cards in the player's hand that match the purchased card are redefined as jokers (i.e., replaced with jokers). If it is determined that the purchased card does not match any of the cards in the player's existing hand, the gaming device adds the purchased card to the player's hand. Thus, the gaming device in Wilcox adds a purchased card to the player's hand only after evaluating the purchased card and the cards in the player's existing hand and

determining that the purchased card does not match any of the cards in the player's hand.

Therefore, regardless of whether it would have been obvious to modify Walker in the manner proposed by the Office Action, the gaming device resulting from the combination of Walker and Wilcox does not teach, disclose, or suggest enabling the player to end the poker game or purchase one of the second plurality of cards to add to the player's hand for an additional wager, and repeating this step until the player ends the poker game or until there are no remaining cards in the second plurality of cards for the player to purchase, wherein each time the player purchases one of the second plurality of cards, one of the cards from the second plurality of cards is added to the player's hand without regard to the cards already in the player's hand and such that the quantity of cards in player's hand increases. Accordingly, for at least this reason, Applicants respectfully submit that Claims 10 to 12 are each patentably distinguished over the combination of Walker and Wilcox.

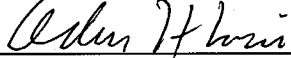
For reasons similar to those given above, Applicants respectfully submit that Claims 27 to 29, 37, and 38 are also patentably distinguished over the combination of Walker and Wilcox.

Amended independent Claim 43 is generally directed to a method of operating a gaming device which includes, among other elements, each time the player purchases one of the additional cards, adding said purchased additional card to the player's hand, without regard to the cards already in the player's hand, such that the quantity of cards in the player's hand increases. For reasons similar to those discussed above with respect to Claims 10 to 12, 27 to 29, and 37 to 38, Applicants respectfully submit that amended independent Claim 43 and the claims depending therefrom are each patentably distinguished over the combination of Walker and Wilcox.

An earnest endeavor has been made to place this application in condition for allowance and is courteously solicited. If the Examiner has any questions related to this Response, Applicants respectfully request that the Examiner contact the undersigned to discuss this Response.

Respectfully submitted,

BELL, BOYD & LLOYD LLC

BY 

Adam H. Masia
Reg. No. 35,602
Customer No. 29159

Dated: April 9, 2007